



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

INVITATION FOR BIDS

IFB NO: 128C-24

REQUISITION NO: 153-001566

JOINT BARS 115# 6-HOLE HEAD FREE, 115#
4-HOLE HEAD FREE, 132# 4-HOLE HEAD
FREE WITH 132# D BAR

Date Issued: July 26, 2024

Bid Responses will be accepted through FAIRMARKIT.



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1. Introduction

The Massachusetts Bay Transportation Authority (“MBTA” or “Authority”) seeks Joint Bar 115# 6-hole, Joint Bar 115# 4-Hole, Joint Bar 132# 4-hole with 132# “D” Bar. To assist the MBTA in this effort, the Authority is issuing this Invitation for Bid (“IFB”) to solicit proposals (“Bids”) from qualified Bidders who can meet the project requirements stated herein.

Specific funding has not been identified for this procurement; however, the MBTA expects to resolve this prior to the bid close date. The MBTA will not execute a contract or issue a Purchase Order until funding is identified and confirmed.

Bids will not be publicly opened for this procurement. The buyer responsible for this procurement will post an Initial Bid Summary Form to the [MBTA Business Center](#) within two business days of the due date that will detail the number of bids received, each Bidder’s name, and the bid amount for bidders and the public to view.

For all inquiries, please contact the following point of contact and list the IFB number:

Buyer: Chris Francis
Email: cfrancis@mbta.com

1.1 ITEMS TO BE PROCURED

Quantities listed are for estimated use only, and the MBTA reserves the right to purchase more than estimated within 60 days of the award.

Description	Quantity
Joint Bar 115# 6-hole; per MBTA spec and drawing	1,000
Joint Bar 115# 4-hole; per MBTA spec and drawing	1,000
Joint Bar 132# 4-hole with 132# “D” Bar; per MBTA spec and drawing	1,000

Delivery for the Joint Bar 115# 6-hole, Joint Bar 115# 4-hole, Joint Bar 132# 4-hole with 132# “D” Bar , per MBTA spec and drawing is requested immediately.

The MBTA will accept partial shipments for this order. For bids that reference partial shipments, an estimated delivery schedule will need to be supplied by any potential bidder for internal review prior to award issuance.

Detailed specifications are provided with this bid.

1.2 DELIVERY LOCATION

Delivery location will be confirmed prior to shipment; however, all items will be delivered to one of three possible locations:

Charlestown Rail Shop
MBTA Maintenance of Way
21 Arlington Ave
Charlestown, MA 02129

Wellington Yard
10 Constitution Way
Medford, MA 02118

Widett Circle
100 Widett Circle
Boston, MA 02118



2. Instructions to Bidders

2.1 PROCUREMENT METHOD

This IFB will be launched and managed via Fairmarkit.

Interested bidders may access Fairmarkit at <https://app.fairmarkit.com/public/mbta>.

Bidders are encouraged to register and maintain a current email address with Fairmarkit for this and future opportunities.

The MBTA assumes no responsibility if technical problems, including those with Bidder’s computer, network, or internet service provider (“ISP”) cause communications or bidding issues.

2.2 PRE-BID CONFERENCE

There will be no pre-bid conference for this procurement.

2.3 BID AND DELIVERY TIMELINE

TABLE 1: IFB CALENDAR		
Procurement Activity	Date	Time
IFB issued	7/26/2024	
Deadline for submission of Bidder questions via COMMBUYS Q&A / Fairmarkit	8/1/2024	2:00 p.m.
Official Answers for Bid Q&A published by MBTA on COMMBUYS / Fairmarkit	8/2/2024	2:00 p.m.
Response Due Date	8/9/2024	2:00 p.m.
Contract Execution (estimated)	8/14/2024	
Initial Shipment Due (estimated)	9/26/2024	

Due to the urgent nature of this procurement, bids are due by:8/9/2024 at 2:00 PM, EST / EDT, for the work described herein. Bidder is required to prepare and submit all required documents and Bid information to MBTA electronically via Fairmarkit or Commbuys

Incomplete Bid packages or Bid packages that do not follow instructions above may be disqualified.

Due to timing of scheduled track improvement projects, there is an **urgent need** for materials.

The MBTA reserves the right to award based upon delivery commitments due to the project need. Required delivery timelines are:

Immediate after receipt of Purchase Order:

Description	Quantity
Joint Bar 115# 6-hole; per MBTA spec and drawing	1,000
Joint Bar 115# 4-hole; per MBTA spec and drawing	1,000
Joint Bar 132# 4-hole with 132# “D” Bar; per MBTA spec and drawing	1,000

The MBTA will accept partial shipments for this order. For bids that reference partial shipments, an estimated delivery



schedule will need to be supplied by any potential bidder for internal review prior to award issuance.

Quantities listed are for estimated use only, and the MBTA reserves the right to purchase more than estimated within 60 days of the award.

2.4 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

Late Bids will not be accepted.

Any modification of an offer, except a modification for “best and final” offer, is subject to the same conditions stated in this solicitation. At any time after submission of proposals and prior to the final selection of Bidders for contract negotiation or execution, the MBTA shall have the option to provide Bidders with an opportunity to provide a “best and final” offer and may limit the number of Bidders selected for this option.

Modification resulting from a request for “best and final” offer received after the time and date specified in the request will not be considered. “Best and final” offers will be accepted by email to the designated buyer.

Submitted bids may be withdrawn only by written notice sent to the Authority at any time before award.

2.5 CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted to the Buyer at the email address listed in Section 1. Such correspondence should include “IFB No. 128C-24 “ in the subject line and shall: (i) identify the document; (ii) identify the relevant section number and page number) or, if it is a general question, indicate so; and (iii) not identify the Bidder in the body of the question or contain proprietary or confidential information. Questions submitted in any other format or method than that described above will not be considered.

If, in the MBTA’s discretion, the clarification or question is significant, the Bid will be cancelled and re-posted.

2.6 COLLUSION

The Bidder understands that any Bid submitted to the MBTA is made without collusion with any other Bidder submitting a Bid on the same commodity / service, and is in all respects fair and without fraud.

2.7 PRICES

Each Bid must be entered in Fairmarkit as specified. Prices submitted shall be valid throughout the Acceptance Period (*see Section 2.9 Acceptance Period*).

2.8 ALTERNATIVE BIDS

If an alternative Bid is offered by the Bidder, it must be offered on an “or equal” basis and be clearly identified in the submission. The Bidder must provide a complete set of specifications and other descriptive matter for all alternates proposed. Any proposed alternate good / service will be evaluated by the MBTA to determine whether the item is, in the opinion of the MBTA, an “approved” equal.

2.9 ACCEPTANCE PERIOD

The Authority requires a minimum Acceptance Period of at least one hundred and twenty (120) calendar days. In case the MBTA requires an extension, the MBTA will notify all Bidders accordingly. “Acceptance Period” for purposes of this solicitation means the number of calendar days available to the MBTA for awarding a contract based on the Due Date specified in this solicitation for receipt of Bids.

2.10 ELIGIBLE ENTITIES

Any contract resulting from this Bid will be open for use by all MassDOT Divisions.

2.11 DELIVERY TERMS

Bid prices must be inclusive, but not restricted to, all freight, packaging, handling, taxes, and duties for delivery at the specified address. For U.S. domestic deliveries, Bid prices must include F.O.B. destination with freight charges paid by



Bidder. For cross border deliveries, Bid prices must include D.D.P. (Incoterms 2010).

2.12 PRE-CONTRACTUAL EXPENSES

The MBTA shall not be liable for any pre-contractual expenses incurred by the Bidder in the preparation of its proposal. The Bidder shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Bidder including but not limited to preparing its Bid in response to this solicitation, submitting its Bid to the MBTA, negotiating with the MBTA any matter related to this Bid, inspection, testing, shipping, and return shipping of proposed goods samples, or any other expenses incurred by the Bidder prior to date of award, if any, of the Agreement.

2.13 TAX EXEMPTION

The MBTA is exempt from Federal Excise Tax, including Transportation Tax, and will furnish properly executed tax exemption certificates upon request. The MBTA is also exempt from Massachusetts State Sales Tax — Exemption Number E-042-323-989. Such taxes should not be included in Bid prices.

The Bidder alone shall be responsible for payment of all federal, state and local taxes of all types and kinds applicable to such fees incurred under this Agreement.

2.14 INSURANCE

The insurance policies that the successful bidder shall carry are outlined in **MBTA Minimum Insurance Requirements** document posted with this solicitation. The successful bidder shall submit proof of insurance for the requirements detailed at the time of submitting their bid. If in the case they are not available at the time of preparing their Bid, the successful bidder certifies that they will carry such insurance policies and all costs resulting from this are included in their pricing. The successful bidder shall provide proof of insurance within three business days of conditional notice of award.

3. Selection Process

3.1 BASIS OF AWARD

Award will be made to the **lowest priced responsive Bid and responsible Bidder.** **The MBTA reserves the right to consider availability and committed delivery date in determining the successful bidder.** The MBTA reserves the right, in its sole discretion, to determine if a Bid is responsive and the Bidder is responsible, and the MBTA reserves the right to consider Bidder's confirmed delivery dates and lead times. In determining whether a Bidder has the ability to perform successfully under the terms and conditions of the proposed procurement, the MBTA will consider such matters as the Bidder's integrity, compliance with public policy (e.g., EEO record, attainment of DBE goal, debarment status, etc.), record of past performance, and financial and technical resources.

3.2 SCOPE OF PROPOSAL

Pursuant to this Invitation for Bid ("IFB"), Bidders and Bids are required to comply with the terms and conditions stated herein in order to be deemed responsive and responsible. If a Bid does not meet all of the requirements listed in the solicitation, the Bidder's proposal may be disqualified. Failure by the Bidder to examine all information pertaining to this solicitation or participate in any scheduled on-site visits will be at the Bidder's risk.

3.3 REJECTION OF BID

The MBTA reserves the right to reject any and all Bids, in whole or in part, if such action is determined to be in the best interests of the Authority. Unless all Bids are rejected, award shall be made to the lowest priced responsive Bid and responsible Bidder.

3.4 CANCELLATION OF BID

The Authority reserves the right to cancel this Bid at any time prior to execution of the Contract by all parties and without any liability against the Authority.

3.5 APPEAL / PROTEST PROCEDURES

Bid appeals / protests relative to this procurement will be reviewed and adjudicated in accordance with the MBTA's Appeals / Protest Procedure - Goods & Services. A copy of this procedure is available by contacting the Buyer assigned to this



4. MBTA Policies

4.1 SMALL, MINORITY, WOMEN, AND OTHER DISADVANTAGED BUSINESSES

It is the policy of the Commonwealth and the MBTA to ensure non-discrimination in the procurement of goods and services. It is the MBTA's intention to create a level playing field on which all contractors and subcontractors can compete fairly for contracts. The MBTA promotes equity of opportunity in state contracting; and to that end; encourages full participation of certified small, minority, women, and other disadvantaged owned businesses as those terms are defined by the Commonwealth's Supplier Diversity office. The MBTA further recognizes the importance of meaningful partnerships involving subcontracting with certified small minority, women and other disadvantaged owned businesses.

4.2 MBTA RESERVED

In connection with this IFB, the MBTA reserves to itself all rights (which rights shall be exercisable by the MBTA in its sole discretion) available to it under applicable laws, including without limitation, with or without cause and with or without notice, the right to:

- a) Modify the IFB process in its sole discretion to address applicable law and/or the best interests of the MBTA.
- b) Cancel this IFB in whole or in part at any time prior to the execution by the MBTA of a Contract, without incurring any cost, obligations, or liabilities.
- c) Issue a new Invitation for Bids after withdrawal of this IFB.
- d) Not select any Bidder or cancel this procurement.
- e) Reject any and all submittals and Responses received at any time.
- f) Modify all dates set or projected in this IFB.
- g) Terminate evaluations of Responses received at any time.
- h) Exclude any potential Bidder from submitting any response to the IFB based on failure to comply with any requirements of those documents.
- i) Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Bidder, and engage in negotiations with the next lowest Bid from a responsible Bidder if negotiations are unsuccessful with the apparent successful Bidder.
- j) Issue addenda, supplements, and modifications to this IFB.
- k) Require confirmation or clarification of information furnished by a Bidder, require revised or additional information from a Bidder concerning its Response, and require additional information to clarify a Response.
- l) Conduct presentations with Bidders, identify a short-list of Bidders, and conduct on-site visits at Bidder facilities.
- m) Declare a competitive range, conduct discussions, and request Response revisions and best and final offers.
- n) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this IFB.
- o) Add or delete Bidder responsibilities from the information contained in this IFB.
- p) Waive deficiencies in a Response, accept and review a non-conforming Response, or permit clarifications, revisions, or supplements to a Response.
- q) Negotiate with a Bidder without being bound by any provision in its Response, or choose to award and/or execute the Contract without negotiations.
- r) Disqualify any Bidder that changes its submittal without MBTA approval.
- s) Disqualify any Bidder under this IFB for violating any rules or requirements of the procurement set forth in this IFB or in any other communication from MBTA.
- t) Conduct all or any portion of the Scope of Work itself.



u) Exercise any other right reserved or afforded to the MBTA under this IFB or available pursuant to applicable law.

This IFB does not commit the MBTA to enter into a Contract or proceed with the procurement described herein. The MBTA assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this IFB. All of such costs shall be borne solely by each Bidder.

In no event shall the MBTA be bound by, or liable for, any obligations with respect to the work to be performed under the Contract until such time (if at all) as the Contract, in form and substance satisfactory to the MBTA, has been executed and authorized by the MBTA and, then, only to the extent set forth therein.

In submitting a response to the IFB, each Bidder is specifically acknowledging these disclaimers.

5. Contract Structure

5.1 CONSTRUCTION OF CONTRACT

The contract between the MBTA and the successful Bidder will include the following sections and documents that constitute IFB 128C-24, in order of precedence.

1. Any change orders or amendments, the most recent having precedence.
2. Massachusetts Bay Transportation Authority Standard Contract and Terms & Conditions (including Supplemental Provisions)
3. IFB 128C-24
4. Insurance Requirements
5. Bidder's response as submitted to Fairmarkit

